

ZB# 92-9

John & Sharon Betts

41-3-2.2

Prelim.

April 13, 1992

Morton to
Sched. P.H. -

- ① Copy of Deed
- ② " " Title Policy
- ③ Photos.
(Copy of NOD to Mike)

Public Hearing:

July 13, 1992.

Notice to Sentinel

on 6/16/92 - LX
+ 6/18/92 (amended)

Area Variances

Granted -

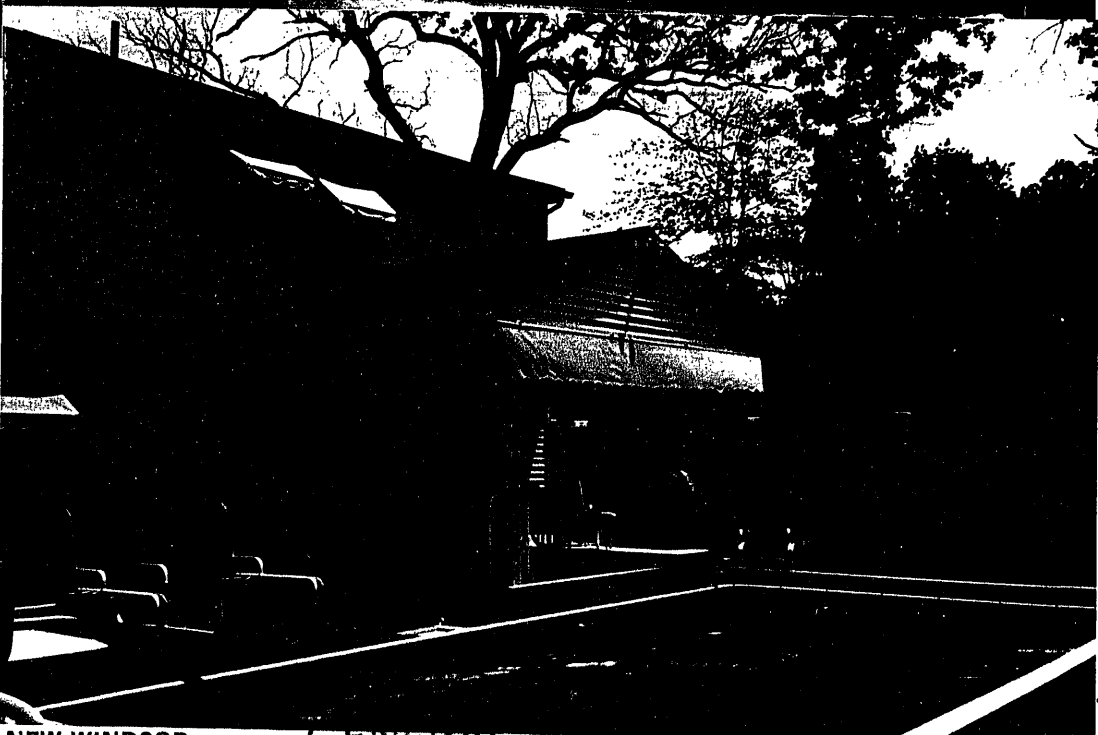
Do F.D. -

Attys Time:

Refund.

\$9.50 +
Sent 8/17/92

#92-9-Betts, John & Sharon
Area Variances for C.O.

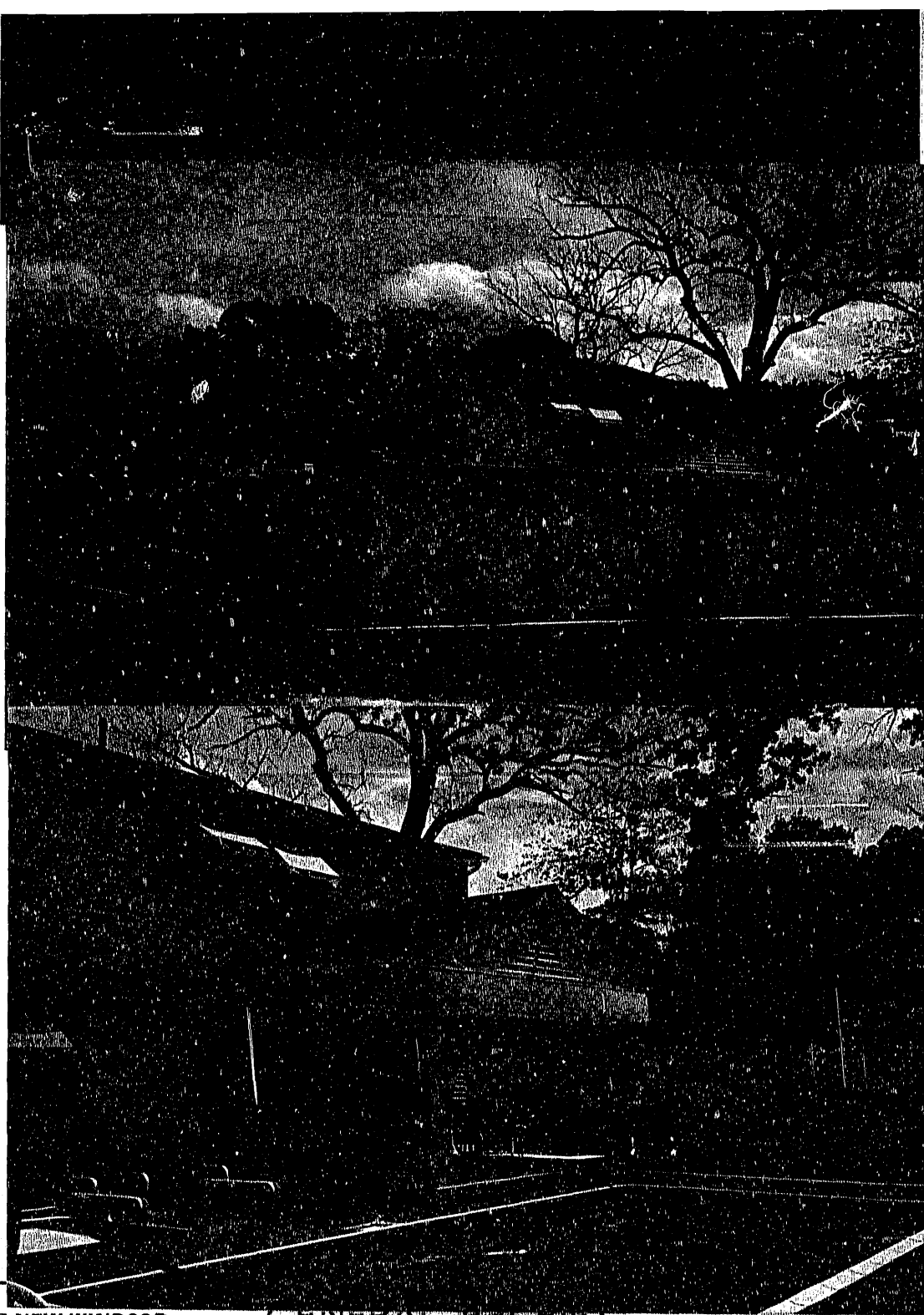


TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

12776

CO#96-11EDuo. R-M.



TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

12776

Received of Sharon D. Bette

July 21, 19 92

\$ 50 ⁰⁰/₁₀₀

Fifty and ⁰⁰/₁₀₀ DOLLARS

For Variance fee (#92-9)

DISTRIBUTION:

FUND	CODE	AMOUNT
Check # 223		\$ 50 ⁰⁰ / ₁₀₀

By Pauline D. Townsend

Town Clerk

Title

49.50
210.00


259.50
250.00

1

#44-1-1225, John + Shereen
Over advances for C.O.

John R. or Sharon S. Betts
Ph. 914-361-5012
224
1-100/280
22 Brandon Co.
New Windsor, NY 12553
7-13-92

PAY TO THE ORDER OF Town of New Windsor \$ 250.00
Two hundred fifty and 00/100 DOLLARS


 **MARINE MIDLAND BANK, N.A.**
NEWBURGH OFFICE
100 AUTO PARK PLACE
NEWBURGH, NEW YORK 12550

FOR Paid under protest Sharon S. Betts

⑆028001081⑆494109794⑆ 0224

John R. or Sharon S. Betts
Ph. 914-361-5012
223
1-108/280
22 Brandon Co.
New Windsor, NY 12553
7-13-92

PAY TO THE ORDER OF Town of New Windsor \$ 50.00
Fifty and 00/100 DOLLARS

 **MARINE MIDLAND BANK, N.A.**
NEWBURGH OFFICE
100 AUTO PARK PLACE
NEWBURGH, NEW YORK 12550

FOR Paid under protest Sharon S. Betts

⑆028001081⑆494109794⑆ 0223

**COPY FOR YOUR
INFORMATION**

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Betts, John & Sharon
Brandon Ct.

FILE # 92-9

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 50.00

* * * * *

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 250.00

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE 4/13/92 - 7 pages . . . \$ 31.50
2ND PRELIM. MEETING - PER PAGE \$ _____
3RD PRELIM. MEETING - PER PAGE \$ _____
PUBLIC HEARING - PER PAGE 2/13/92 - 4 pages . . . \$ 18.00
TOTAL \$ 49.50

ATTORNEY'S FEES:

PRELIM. MEETING-	<u>.1</u>	HRS.		\$	_____
2ND PRELIM. <u>Pub. Hrn.</u>	<u>.3</u>	HRS.		\$	_____
3RD PRELIM.		HRS.		\$	_____
FORMAL DECISION	<u>1.0</u>	HRS.		\$	_____
TOTAL HRS.		<u>1.4</u>	@ \$ <u>150</u>	PER HR.	\$ <u>210.00</u>
				TOTAL	\$ <u>210.00</u>

MISC. CHARGES:

_____ \$ _____
TOTAL \$ 259.50

LESS ESCROW DEPOSIT . . . \$ 250.00
(ADDL. CHARGES DUE) . . . \$ _____
REFUND TO APPLICANT DUE . \$ 9.50 *Refund*

**ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR
555 UNION AVENUE
NEW WINDSOR, N.Y. 12553**

NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of

DECISION GRANTING
AREA VARIANCE

JOHN BETTS AND SHARON BETTS,

#92-9.

-----X

WHEREAS, JOHN BETTS and SHARON BETTS, 22 Brandon Court, New Windsor, N.Y. 12553, have made application before the Zoning Board of Appeals for a 5 ft. side yard variance in order to permit a roof over an existing rear patio and 1.7 ft. rear yard variance to obtain a certificate of occupancy for an existing residential dwelling located at the above address in an R-4 zone; and

WHEREAS, a public hearing was held on the 13th day of July, 1992 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Applicant, JOHN BETTS, appeared in behalf of himself and spoke in support of the application; and

WHEREAS, there were no spectators present at the public hearing; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations with regard to side yard in order to permit a roof over an existing rear patio attached to the applicant's residential dwelling in an R-4 zone. Applicant also requires a side yard variance in order to obtain a certificate of occupancy for the existing residential dwelling.

3. The evidence presented by the applicant indicated that applicant received a certificate of occupancy on 7/15/88 upon completion of the construction of the dwelling. Thereafter, applicant decided to construct overhangs around the pool area and at that time he found out that the existing structure was in violation of the setback requirements. It appeared that the original survey which was used to locate the house on the lot was incorrect. The applicant obtained a new survey of the property on 3/10/92 and this disclosed the need for side yard and rear yard variances for the now as-built structure. The applicant submits the present application in order to obtain a certificate of occupancy for the existing roof over the rear patio and for

the existing residential dwelling which fails to comply with the bulk requirements for an R-4 zone.

4. The evidence presented by applicant substantiated the fact that a variance for less than the allowable rear yard and side yard would be required in order to permit the existing residential dwelling and roof over the rear patio to continue in their present location with insufficient setbacks upon premises, which otherwise would conform to the bulk regulations in the R-4 zone.

5. It further appeared from evidence offered by the Building Inspector, Michael Babcock, that, subsequent to the installation of utilities in the subdivision where applicant's property is located, an as-built survey of the utilities showed that they were not entirely located within the road right-of-way lines. Thus the developer caused the roads to be rededicated to include the utilities within the road right-of-way lines. This shifting of the road lines also caused a shift in the property lines, which apparently operated to the detriment of the applicant who found that his structured failed to comply with the bulk regulations for side yard and rear yard.

6. The evidence presented by applicant substantiated the fact that applicant cannot conform to the bulk regulations for rear yard and side yard due to the fact that the residential dwelling was constructed in conjunction with the original inaccurate survey. If applicant decreases the size of the existing patio roof and dwelling, he will suffer a monetary loss because it would be economically unfeasible to do and would detract from the value of the house.

7. It is the finding of this Board, from the evidence submitted by the applicant, and it appears that the applicant would suffer significant economic injury from the strict application of the bulk regulations because, the applicant had a certificate of occupancy for the existing dwelling and assumed that the original survey was correct.

8. It is the finding of this Board that the applicant has made a sufficient showing of practical difficulty, entitling him to the requested area variances.

9. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

10. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

11. The requested variances are not substantial in relation to the bulk regulations for side yard and rear yard.

12. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

13. The difficulty the applicant faces in conforming to the bulk regulations is not self-created.

14. It is the finding of this Board that the benefit to the applicant, if the requested area variances are granted, outweigh the detriment to the health, safety and welfare of the neighborhood or community by such grant.

15. It is the further finding of this Board that the requested area variances are the minimum variances necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

16. The interests of justice will be served by allowing the granting of the requested area variance.


NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 5 ft. side yard variance for an existing roof over a patio and a 1.7 ft. rear yard variance for an existing residential dwelling sought by applicant in order to obtain a certificate of occupancy for the residential dwelling in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: August 10, 1992.


Chairman

(ZBA DISK#6-072792.BET)

Date 7/24/92, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12550

TO Frances Roth 389 Morris Hill Rd DR.
New Windsor Ny 12550

DATE	CLAIMED	ALLOWED
7/17/92	75 00	
Zoning Board Misc -		
Grubel - 6 - 27.00		
DeConto - 8 - 36.00		
Batts - 4 - 18.00		
DiGiscol - 5 - 22.50		
Dreunen - 6 - 27.00		
Serbellu - 6 - 27.00		
	237 00	

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PUBLIC HEARING: BETTS, JOHN & SHARON

MR. FENWICK: This is a request for 5 foot side yard variance for roof over rear patio and 1.7 foot rear yard variance to obtain certificate of occupancy for property located at 22 Brandon Court in an R-4 zone.

John Betts came before the Board representing this proposal.

MR. BETTS: I guess I have to show you folks that it would be adversely affect the neighborhood.

MR. LUCIA: Same issues.

MR. BETTS: This is the house as I bought it for which the C.O. was originally issued. After trying to do some improvements, we found that the survey was done improperly. We got a new survey, I have a couple of problems. One is the side yard and one is the rear yard. This is the house today and you can see as you pass it around certainly has done anything but bring the value of anyone's property down.

MR. FENWICK: Anyone in reference to the Betts' application?

MR. BETTS: This is an overhang that corner right there, this is side yard problem, rear yard, is that one right there and right there.

MR. LUCIA: Maybe it would be better if you don't mind so the whole Board can see it.

MR. NUGENT: Well, we're passing it around.

MR. FENWICK: Are you just, out of curiosity, are you maintaining the landscaping around the outside of the fence.

MRS. BETTS: I do that.

MR. LUCIA: Just for the record --

MR. BETTS: Fortunately, or unfortunately the work has already been done and the variance is just to keep everything as it is, not to make any changes at this

point. Here's my deed and title policy. I'm not sure the survey is accurate.

MR. LUCIA: Thank you for the copy of the deed and title policy. I notice title policy refers to certain easements and your title is obviously subject to those and maybe subject to other covenants, restrictions and other matters of record. Is there anything affecting title to the property to your knowledge which would prohibit you from maintaining construction about which you now seek variances from this Board.

MR. BETTS: No.

MR. LUCIA: Thank you. Let's just touch on some of these area variance requirements under the new statute. If this Board should grant you a variance, as you requested, would this produce undesirable change in the neighborhood or be a detriment to neighboring properties?

MR. BETTS: No.

MR. LUCIA: Is there another way other than this Board granting you a variance that you can achieve the same result in other words could this be located in a conforming manner or in any side yards that would not require a variance?

MR. BETTS: With demolition only I cannot move the house.

MR. LUCIA: The cost of demolition would exceed the increment in value to the house of having an undersized --

MR. BETTS: Oh, yes.

MR. LUCIA: Is this request for area variances are these requests for area variances substantial in relation to the zoning requirements?

MR. BETTS: Not at all.

MR. LUCIA: Will this have an adverse effect on the conditions of the neighborhood?

MR. BETTS: You tell me, no.

MR. LUCIA: I need your answer on the record.

MR. BETTS: No, it won't.

MR. LUCIA: I appreciate the photographs. The obviously don't become part of the written record and did you create this difficulty yourself?

MR. BETTS: I did do the construction on the side on that overhang however I did that under the with the thinking that my survey was indeed correct so the approximate cause of the situation I feel is an incorrect survey done years ago so the answer is no.

MR. LUCIA: Even before that was there some evidence at a prior hearing that the incorrect survey was placed on incorrect location of the utilities of the street line?

MR. BABCOCK: That was all part of it.

MR. LUCIA: So the street physically moved that, changed your boundary, is that correct?

MR. BETTS: I don't know exactly what changed the boundaries but somewhere along the time to the time I bought the house to when the street went in, something had changed because we had as you saw we closed on the house prior to the road going in.

MR. LUCIA: Thank you, Mr. Betts.

MR. FENWICK: At this time, I'll open it up to the public. Anyone here that wishes to speak on this matter? I'll close the public hearing and open it back up to the Members of the Board.

MR. LUCIA: Mr. Betts, do you know if the notices were sent to your neighbors?

MR. BETTS: Yes.

MR. LUCIA: Do you know about when those would have gone out? I see a notice but there's no date.

MR. BETTS: I know she said they had to be out prior to the 3rd but it was prior to that.

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MR. LUCIA: You had a conversation prior to July 3rd?

MR. BETTS: Oh, yes.

MR. LUCIA: She just did it verbally and forgot to put a date as long as it's more than 10 days.

MR. BETTS: Yes.

MR. FENWICK: Questions from Members of the Board? Do we need anything else?

MR. LUCIA: No, that's it.

MR. NUGENT: I make a motion we grant.

MR. TANNER: I'll second it.

ROLL CALL:

Mr. Tanner	Aye
Mr. Nugent	Aye
Mr. Konkol	Aye
Mr. Fenwick	Aye

Date 4/27/92, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12550

TO Frances Roth 359 Moores Hill Rd DR.
New Windsor, NY 12553

DATE			CLAIMED	ALLOWED
4/13/92		Zoning Board Meeting	75 00	
		Misc - 2 pgs	9 00	
		Do Dominicus - 7	31 50	
		Bells - 7	31 50	
		Stent - 7	31 50	
		Morin - 29	136 50	
		Dantas - 12	54 00	
			363 00	

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~~BETTS, JOHN~~

MR. FENWICK: Request for 5 ft. side yard variance for roof over existing rear patio and 1.7 ft. rear yard variance for existing residential dwelling in order to obtain C.O.'s for both structures located at Brandon Court in R-4 zone. Building permits were issued (41-3-2.2).

MR. BETTS: This is a survey that was done when the house was first completed. And you'll see the date that that was done was on July 12. Secondly I only have one copy, this is the copy of the C.O. that was issued on July 15 on that same structure. So there's a C.O. well I should say there was a C.O. on the property. At that time, I went to Mike put up a couple overhangs around my pool area and I learned that at the time, my house was in violation because it was only 35 feet point 9 from the rear property line. Not knowing that at the time because we had a C.O. we went to the closing, we owned the house, we decided not to build the second overhang because we didn't know what the situation was. I didn't want to go through the variance of the 40 foot setback so I built one on this side of the house which met the guidelines at that time. We went through it with Mike. In the meantime I contacted the builder and I went through some paperwork with Mike and some other people and we ascertained that the original survey was done incorrectly. So beginning of this year I had a second survey done for which I learned that now I'm only less than two feet rear yard variance but now I've lost three feet on that side. So I have a house that at one point was in full compliance of the law as I thought after getting new survey now I found myself looking for two variances.

MR. LUCIA: Mr. Betts, that 38.3 feet seems to be measured from the corner of the two car garage to your rear line.

MR. BETTS: Okay.

MR. LUCIA: Now it would appear the wood deck is actually closer to the rear line that does generate a need for a variance.

MR. BABCOCK: It's a wood deck that's not attached, it's just a patio wood deck laying right on the ground so we didn't include that in the structure.

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MR. LUCIA: So Mr. Betts is aware you therefore will not be able to attach the deck to the house at some point in time if it's not included.

MR. BETTS: It's sitting right on the existing patio.

MR. LUCIA: And the open porch I presume is attached because the 12.5 foot side yard variance is measured into that.

MR. BETTS: That's correct.

MR. BABCOCK: Got a roof over it also.

MR. LUCIA: The other part is if you look at the survey, there appears to be a chimney so to speak going out the side of the open porch. Is that actually closer to the side line?

MR. BETTS: Yeah, but that's where the fence goes if my porch area is here, this open is open where I have a gas grill so that's open, it's not actually, the roof will come straight down even with the house if you would.

MR. BABCOCK: That's 12.5 inches, that's the fence that just goes out around.

MR. BETTS: We went out so we can step off the porch and barbecue.

MR. LUCIA: Just so the surveyor doesn't show the edge of the porch as long as you're satisfied with that.

MR. FENWICK: So the C.O. was given on the original land survey?

MR. BABCOCK: Yes.

MR. FENWICK: Why did you have this resurveyed?

MR. BETTS: When I went to get the building permits for the overhang, I couldn't figure out why the C.O. was issued or we thought for some reason after speaking with Mike and the builders and original surveyor, I had reason to believe that the survey was incorrect or that what the builder also said to me possibly they put the wrong house on that lot. It was set up for a bi-level

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and not a colonial, there's all kinds of things that went around. So, I went through the expense and had a survey done so I could say look this is the deal.

MR. BABCOCK: One of the things I was involved in out there was that the ones the developer put the roads in and the underground utilities they found out that they were not in the right-of-way. So what they had to do they had to resurvey and do a rededication of the road and that's when the lot lines all changed long before this gentleman bought it. So what happened was the survey was of this property was done before those lot lines were changed.

MR. TORLEY: They surveyed the property.

MR. BABCOCK: Everything was surveyed and it was done with a subdivision, nine lot subdivision with a road, town road going in it. When they did an as-built of the underground utilities, they found that the as-built underground utilities were not all within the right-of-way. So they had to shift lines to get those within the right-of-way. Didn't really think that that was going to harm anything but apparently it did.

MR. BETTS: At this point my whole house is in violation apparently.

MR. TORLEY: Apparently through no fault of your own.

MR. BETTS: That's what I feel. I didn't know if it was the power of this board to review what I feel is an unusual circumstance and make a determination on it, you know, at the time when I first went for the porches to get a variance Mike said you have to mail out all the certified letters and I wasn't willing to do that, that's why I didn't pursue that type of construction at this time.

MR. LUCIA: We'll need a new notice of denial because the 12.5 was not on the other original one we had.

MR. BABCOCK: We did a new one.

MR. LUCIA: Okay. We did two new ones, we did one for the--

MR. LUCIA: That's fine.

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MR. TANNER: I'll make a motion we set him up for a public hearing.

MR. NUGENT: I'll second it.

ROLL CALL:

MR. TORLEY	AYE
MR. TANNER	AYE
MR. NUGENT	AYE
MR. FENWICK	AYE

MR. FENWICK: This board cannot render any decisions without a public hearing.

MR. BETTS: What does that mean.

MR. TANNER: You now have to send out the notices you didn't want to send out.

MR. LUCIA: By State Law, this board can only act at public hearings, require notices in the paper and notices to your neighbors.

MR. TANNER: It's less expensive than it used to be. The sending out of the letters is less expensive, I should clarify that.

MR. LUCIA: When you come back Mr. Betts, the legal standard this board has in order to grant you an area variance or the area variance you're requesting is something called practical difficulty. That's what you must establish in order to be entitled to the two variances. This is established by you, your showing of significant economic injury from the application of the rear yard and side yard zoning regulations to your property. Essentially what you have to show is what it would cost you to bring your property into compliance and meet the minimum rear and side yard requirements, why the house was not located so as to comply with them in the first place. I'd lay it out what you have done already just show the history on the first survey, the change in street line that Mr. Babcock alluded to and why it is the house was placed where it was and what it would cost you to make that house comply at this point in time.

MR. BETTS: Am I to understand there's not a C.O. on my house, the structure itself at this time.

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MR. BABCOCK: Actually what we're going to do if the variance is granted we're just going to continue that C.O. Then it would be a valid C.O.

MR. LUCIA: You have a C.O. on something whether or not the house that's on the lot is the house described in that C.O. I guess is the issue.

MR. BABCOCK: Well, at the time the C.O. was issued, we believe that the survey was accurate at that time and the house met the zoning. Now that the lines have changed and there's a new survey--

MR. BETTS: But the house did meet the zoning at that time according to the survey, that's my point right.

MR. LUCIA: You're going to correct that issue as part of this application so I wouldn't be concerned at this point whether or not that C.O. was issued on something that was not then accurate. The town has no responsibility to verify the accuracy of documents that are submitted unless the inaccuracy is evident on its face so in all cases, when the building inspector gets a survey with a engineer's seal, he's entitled to get that as accurate. If it's inaccurate and approvals were granted, your recourse is to come to this board and seek a variance. The town has no independent duty to verify the accuracy of the surveys submitted. A layman looking at that survey would not have known that's not an accurate survey.

MRS. BETTS: The setback, the rear setback is only 38 feet on the original survey if the setback rule is 40 feet then the original survey was wrong when it was presented to the town and you issued a C.O. at that point.

MR. LUCIA: The town you know if the survey was inaccurate and that particular issue was missed at the time, it doesn't cure the problem. The variance you're now applying for will cure the problem.

MRS. BETTS: The C.O. that was issued was no good when we received it. That doesn't make any sense.

MR. LUCIA: I'm not saying the C.O. was no good. What I am saying is that the town issued a C.O. and may have overlooked something. That does not prevent the town

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from going back and correcting that error. You may remember reading in the paper five, six years ago about the skyscraper that they lopped off six or seven stories because the building department read the zoning map wrong and told the builder you're in zone A and you can put up a 31 story building. It turned out when they reread the zoning map, it was in Zone B, for example and they can only put up a 25 story building. They had to take six stories off the top of the building. The municipality is always entitled to correct its errors because those zoning ordinances are for the protection of everybody so you can never say municipality is estopped from going back and correcting something. What you're doing now will cure the present problem you have as well as any error that may have occurred previously if there was an error.

MR. FENWICK: You don't have to pay more for two variances than you do for one.

MR. BETTS: It's cost us a lot of money so far.

MR. FENWICK: I'm sure.

MR. LUCIA: Mr. Betts, when you come back you also have to bring in a copy of your deed and title policy or survey.

MR. BETTS: Original title?

MR. LUCIA: Whatever title you got when you purchased the property or search, whatever you happen to have. Also like to see some photographs if you would include angles that show both the side and rear yards. Also when you submit your application, you have to submit two checks both to the Town of New Windsor, one for and application fee of \$50 and one as a deposit against town consultant fees, publication costs any other expenses the town has of \$250.

MR. BETTS: What's my other alternative? Suppose I mean it's a lot of money, do I have any alternatives other than altering my porch and bringing that into compliance, come back and say you guys take care of the rest or is that not--

MR. LUCIA: You certainly can alter it to conform, that would be a very expensive way to go. I'm not going to say it's cheap to get a variance but considering you

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have to alter the corner of your garage.

MR. BETTS: It's an overhang.

MR. TANNER: He's still 38 feet from the back line, isn't help.

MR. LUCIA: Well if he can cut, you know, two feet approximately off the overhang.

MR. BETTS: You're telling me before even though you folks made the mistake don't worry about it, you're going to fix it with the variance when you go for it, if I fix the porch and say I don't want to go for a variance in the back.

MR. LUCIA: That's your option. What about your side yards?

MR. BETTS: I'll alter my porch.

MR. LUCIA: Alter in two directions.

MR. BETTS: Understand that. It's on two different sides of the house.

MR. LUCIA: I understand that but you have to alter both as I it sits now, it doesn't comply.

MR. BETTS: Even though you had a survey showed the requirements, showed the measurements?

MR. LUCIA: That's correct.

MR. TORLEY: If you go to sell your house and the bank is going to want to resurvey it, find the errors and the deal will not go through.

MR. BETTS: I understand that. I know all that.

MR. LUCIA: You may have some other course but I don't think that recourse is effective against the town.

MR. BETTS: Okay, thank you.

Rec'd ZBA

7/15/92

AMENDED
PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 9

Request of JOHN BETTS and SHARON BETTS

for a VARIANCE of

the regulations of the Zoning Local Law to

permit construction of roof over rear patio with
insufficient side yard and a rear yard variance for
single-family residential dwelling in order to obtain
a certificate of occupancy;
being a VARIANCE of

Section 48-12 - Table of Use/Bulk Regs.-Cols. F&G

for property situated as follows:

22 Brandon Court, New Windsor, N. Y. 12553, known
and designated as tax map Section 41 - Blk. 3 - Lot 2.2.

SAID HEARING will take place on the 13th day of
July, 1992, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

RICHARD FENWICK
Chairman

TITLE INSURANCE POLICY

*First American Title Insurance Company
of New York*

Policy No. Z 358595

Title No. CRC-3063
(680-O-1228)

In Consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or encumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

In Witness Whereof, FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK has caused this policy to be signed and sealed on its date of issue set forth herein, the policy to become valid when countersigned by an authorized signature

COUNTERSIGNED

C. Raymond Castle
AUTHORIZED SIGNATURE

FIRST AMERICAN TITLE INSURANCE COMPANY
OF NEW YORK

BY:

J. G. Sullivan
PRESIDENT

ROCKWEST ABSTRACT, LTD.

254 South Main St.
New City, New York 10956
(914) 639-1671

(See Over)

CONDITIONS OF THIS POLICY

1. Definitions

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means *First American Title Insurance Company of New York*.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy, including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

2. Defense and Prosecution of Suits

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or encumbrances not excepted in this policy.

(b) This company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

3. Cases Where Liability Arises

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title upon a lien or encumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or encumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or encumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of the title was justified because of a defect or encumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or encumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or encumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or encumbrance, removes such defect or encumbrance within thirty days after receipt of such notice; or (2) for liability voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

4. Notice of Claim

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process of pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its New York office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

5. Payment of Loss

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under its policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any encumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payment made by this company under this policy shall reduce the amount hereof *pro tanto* except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payment made to satisfy or subordinate prior liens or encumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

CONDITIONS (Continued on Back of Schedule B)

Policy No. Z-358595
Title No. CRC-3063

Amount of Insurance \$192,000.00

Date of Issue 7/22/88

Name of Insured: SHARON S. POLLI

The estate or interest insured by this policy is fee simple vested in the Insured by means of a deed made by Lujan Home Builders, Inc., a New York Corporation, to the Insured, dated 7/22/88 and recorded in the Orange County Clerk's Office on 8/29/88 in Liber 2998 Page 113.

SCHEDULE A

The premises in which the insured has the estate or interest covered by this policy is described on the description sheet annexed.

SCHEDULE B

The following estates, interests, defects, objections to title, liens and encumbrances and other matters are excepted from the coverage of our standard form of policy:

1. Defects and encumbrances arising or becoming a lien after the date of this policy.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises, adopted or imposed by any governmental body, or the effect of any non-compliance with, or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or encumbrances created, suffered, assumed or agreed to by or with the privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this certificate specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this certificate, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

7. A mortgage made by the Insured to Citibank, (New York State) in the amount of \$165,000.00 dated 7/22/88 and recorded in the Orange County Clerk's Office on 8/29/88 in Liber 3169 Page 300.

8. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.

9. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.

10. The exact acreage of the premises herein are not insured.

11. Riparian rights, if any, in favor of the premises herein are not insured.

12. Rights of others to drain through creeks and streams, if any, which cross the premises and the natural flow thereof.

13. No personal inspection of the premises has been made. Policy will except "Any state of facts which a personal inspection of the premises herein described would disclose".

14. Easement in Liber 869 Cp 215.

15. Easement in Liber 2868 cp 41.

16. Notes on filed map #8141.

17. 1988-89 School Taxes.

17. Survey made by Patrick T. Kennedy, L.S. last dated 7/12/88 shows dwelling with covered porch and driveway to Brandon Court (Proposed Town Road.)
No encroachments or variations are shown.

SCHEDULE A

Title No. CRC-3060

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, shown and designated as Lot No. 2 on a certain subdivision map entitled "Subdivision and Lot Line Changes, LUJAN HOME BUILDERS, INC., Town of New Windsor, Orange County, New York," made by Patrick T. Kennedy, L.S., dated 4/7/86 and filed in the Orange County Clerk's Office on 3/6/87 as Map No. 8141.

EXCEPTING AND RESERVING therefrom the land lying in the bed of Brandon Court as shown on the above entitled subdivision map, but, TOGETHER WITH an easement for ingress and egress over said street to the nearest public highway. Said easement shall automatically terminate upon acceptance of dedication by the proper municipal authority.

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

PRINT OR TYPE: BLACK INK ONLY

SHARON S. BETTS f/k/a

SHARON S. POLLI

TO

JOHN R. BETTS and
SHARON S. BETTS

SECTION 41 BLOCK 3 LOT 2

QUITCLAIM DEED

RECORD AND RETURN TO:

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

LARKIN, SINGER & AXELROD
ATTORNEYS AT LAW
34 ROUTE 17K
NEWBURGH, NEW YORK 12550

DO NOT WRITE BELOW THIS LINE

CONTROL NO. **058401** DATE 7-19-89 AT

INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

BG20 Blooming Grove
CH22 Chester
CO24 Cornwall
CR26 Crawford
DP28 Deerpark
GO30 Goshen
GR32 Greenville
HA34 Hamptonburgh
HI36 Highland
MK38 Minisink
ME40 Monroe
MY42 Montgomery
MH44 Mount Hope
NT46 Newburgh (T)
NW48 New Windsor ☒
TU50 Tuxedo
WL52 Wallkill
WK54 Warwick
WA56 Wawayanda
WO58 Woodbury
MN09 Middletown
NC11 Newburgh
PJ13 Port Jervis
9999 Hold

SERIAL NO. _____
Mortgage Amount \$ _____
Exempt Yes _____ No _____
3-6 Cooking Units Yes _____ No _____
Received Tax on above Mortgage
Basic \$ _____
MTA \$ _____
Spec. Add. \$ _____
TOTAL \$ _____

CHECK ☒ CASH ☐ CHARGE ☐
MORTGAGE TAX \$ _____
TRANSFER TAX \$ E
RECORD. FEE \$ 11-
REPORT FORMS \$ 5-
CERT. COPIES \$ _____

MARION S. MURPHY
Orange County Clerk

by: _____

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the 27th day of July 19 89 at 9:10
O'Clock PM M. in Liber/Film 3167
Reels at page 37 and examined.

Marion S. Murphy
County Clerk

RECEIVED	
\$ <u>E</u>	
REAL ESTATE	
JUL 27 1989	
TRANSFER TAX	
ORANGE COUNTY	

LIBER 3167 PAGE 37

SEP 1989

Quitclaim Deed
Individual or Corporation
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT

THIS INDENTURE, made the 19th day of July, 1989.

BETWEEN SHARON S. BETTS, f/k/a SHARON S. POLLI, residing at Jay Street & Brandon Court, Town of New Windsor, Orange County, State of New York,

party of the first part, and JOHN R. BETTS and SHARON S. BETTS, husband & wife, both residing at Jay Street & Brandon Court, Town of New Windsor, Orange County, State of New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, shown and designated as Lot No. 2 on a certain subdivision map entitled "Subdivision and Lot Line Changes, LUJAN HOME BUILDERS, INC., Town of New Windsor, Orange County, New York", made by Patrick J. Kennedy, L.S., dated 4/7/86 and filed in the Orange County Clerk's Office on 3/6/87 as Map No. 8141.

EXCEPTING AND RESERVING therefrom the land lying in the bed of Brandon Court as shown on the above entitled subdivision map, but, TOGETHER WITH an easement for ingress and egress over said street to the nearest public highway. Said easement shall automatically terminate upon acceptance of dedicatin by the proper municipal authority.

BEING the same premises described in a deed dated July 22, 1988 from LUJAN HOME BUILDERS, INC. to SHARON S. POLLI, and recorded in the Orange County Clerk's Office on August 29, 1988 in Liber 2998 of Deeds at page 113.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.


AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the

right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.


IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


Sharon S. Betts, f/k/a
Sharon S. Polli

STATE OF NEW YORK, COUNTY OF ORANGE ss:

On the 19th day of July, 1989, before me personally came SHARON S. BETTS, f/k/a SHARON S. POLLI to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to executing the same.


Notary Public

DEBORAH S. DIDIO
Notary Public, State of New York
Qualified in Orange County
Commission Expires 7-31-90

QUITCLAIM DEED

SHARON S. BETTS, f/k/a
SHARON S. POLLI

-TO-

JOHN R. BETTS and
SHARON S. BETTS

Section 41
Block 3
Lot 2

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

In the Matter of Application for Variance of

John Betts & Sharon Betts

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

#92-9.

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On , I compared the 62 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
day of , 19 .

Notary Public

(TA DOCDISK#7-030586.AOS)

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

92-9

Date: 5/13/92

I. ✓ Applicant Information:

- (a) Betts, John & Sharon, 22 Brandon Ct., New Windsor, NY 12553 914 561 8012
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. ✓ Property Information:

- (a) RES ~~R-4~~ 22 Brandon Ct., New Windsor, NY 12553 41-3-2.2 .33 acre
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? n/a
- (c) Is a pending sale or lease subject to ZBA approval of this application? no
- (d) When was property purchased by present owner? July 1988
- (e) Has property been subdivided previously? no
- (f) Has property been subject of variance previously? no
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? no
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: no
- _____

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____

n/a

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. F & G.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd. <u>15 ft.</u>	<u>10 ft.</u>	Roof over patio: <u>5 ft.</u>
Reqd. Rear Yd. <u>40 ft.</u>	<u>38.3 ft.</u>	Residential dwelling: <u>1.7 ft.</u>
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* <u> </u> %	<u> </u> %	<u> </u> %
Floor Area Ratio**		
Parking Area		

* Residential Districts only

** No-residential districts only

(b) The legal standard for an "area" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you may have made to alleviate the difficulty other than this application. Since it is impossible to move the existing structure, we will never be able to sell this piece of real estate without a valid c/o.

VI. Sign Variance: n/a

(a) Variance requested from New Windsor Zoning Local Law, Section , Table of Regs., Col. .

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	<u> </u>	<u> </u>	<u> </u>
Sign 2	<u> </u>	<u> </u>	<u> </u>
Sign 3	<u> </u>	<u> </u>	<u> </u>
Sign 4	<u> </u>	<u> </u>	<u> </u>

signs.

_____.

(c) ^{N/A} What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

_____.

VII. Interpretation. ^{N/A}

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.
- (b) Describe in detail the proposal before the Board:

_____.

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

There will be no change of zoning at all. The property and home have been in violation from day one. This variance is not for the purpose of construction or change of use, we are simply trying to fix a problem that has been on going since our purchase date.

IX. ✓ Attachments required:

- x Copy of referral from Bldg./Zoning Insp. or Planning Bd.
x Copy of tax map showing adjacent properties.
n/a Copy of contract of sale, lease or franchise agreement.
x Copy of deed and title policy.
x Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
n/a Copy(ies) of sign(s) with dimensions and location.
x Check in the amount of \$ 50.00 payable to TOWN OF NEW WINDSOR. and \$250.00
x Photographs of existing premises which show all present

X. Affidavit.

Date: 5/13/92

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

X *Joseph B...*
(Applicant)

Sworn to before me this

16th day of June, 1992.

Patricia A. Barnhart
XI. ZBA Action:

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1993

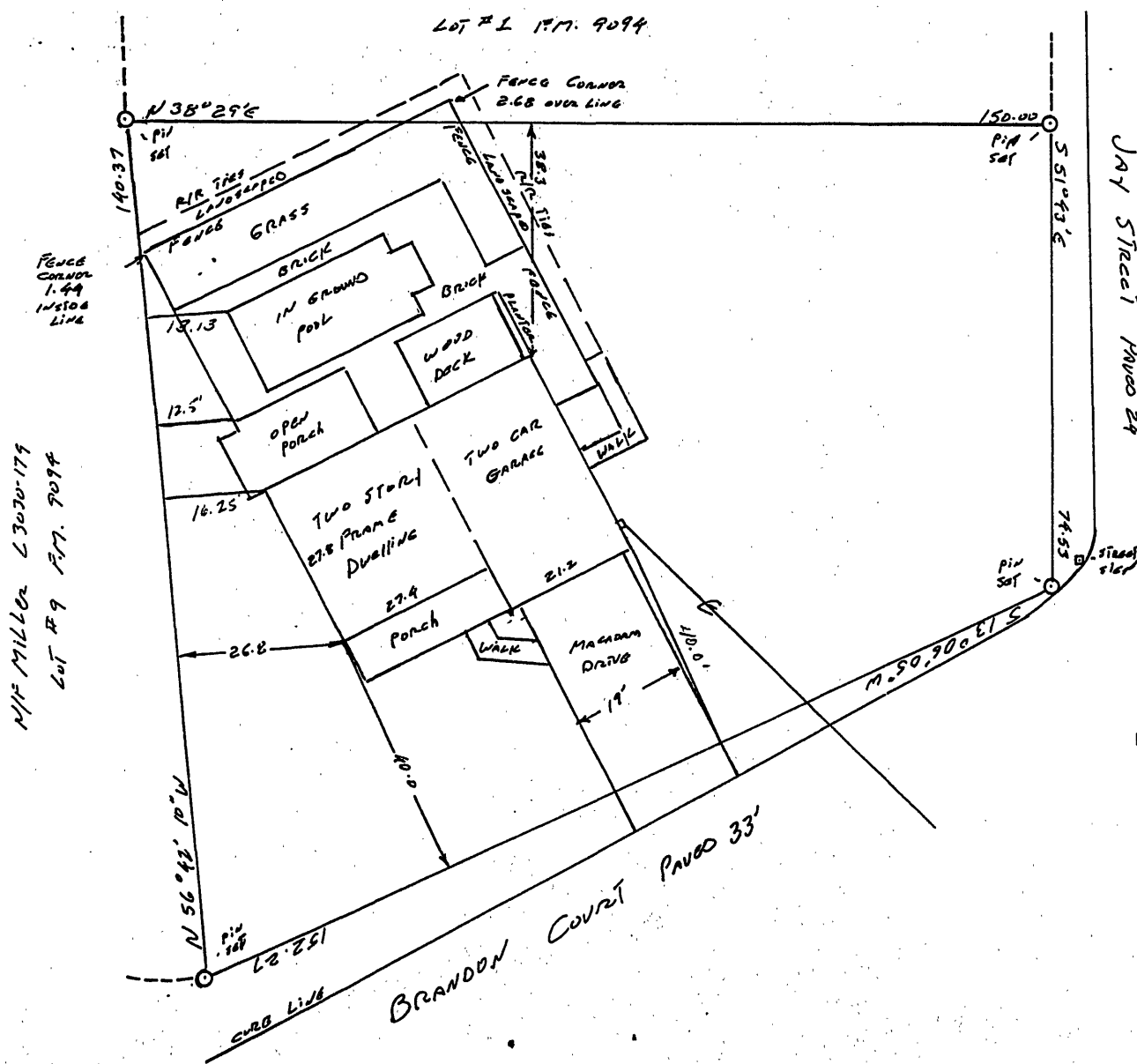
- (a) Public Hearing date: _____
- (b) Variance: Granted ☐ Denied ☐
- (c) Restrictions or conditions: _____
- _____
- _____
- _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

N/F ZUGALSKI L2944-133

LOT #1 P.M. 9094



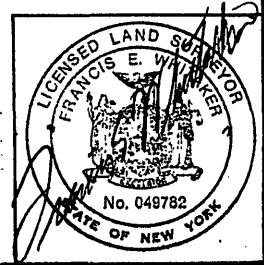
A SURVEY OF LANDS OF
JOHN R. BETTS AND SHARON S. BETTS

Located in the Town of New Windsor, County of Orange
State of New York
Tax No-4800-Section 41-Block 03-Parcel 2.2

"Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveyors adopted by the Delaware-Hudson Land Surveyors Association. Such certifications shall run only to those named individuals and/or institutions for whom the survey is prepared. Certifications are not transferable to additional individuals, institutions, their successors and/or assigns, or subsequent owners."

This map is the result of a field survey of February 17, 1992 and is true and correct to the best of my knowledge. It is so certified to John R. and Sharon S. Betts

Francis E. Whitaker L.S.
4 Central Ave. Newburgh, N.Y.



March 10, 1992

Scale 1"=20'

22-13

"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law."

#92 9.

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: 3-31-92

APPLICANT:

John Betts
Brandon Court
New Windsor

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 3-31-92
FOR C.O. Roof over Rear Patio
LOCATED AT Brandon Ct.

ZONE R-4 zone

DESCRIPTION OF EXISTING SITE: SEC: 41 BLOCK: 2 LOT: 2.2

Bldg. Permit # 5030

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

Side Yard
Requirement in R-4 zone
is 15'
Lack of 5'

Michael B. [Signature]
BUILDING INSPECTOR

<u>REQUIREMENTS</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>R-4</u> USE <u>A10</u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD. <u>15'</u>	<u>10'</u>	<u>5'</u>
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD.		
REQ'D FRONTAGE		

NEW Windsor

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 3-31-92
FOR C.O. 1 Roof over REAR Patio
LOCATED AT BRANDON Ct.

ZONE R-4 zone
DESCRIPTION OF EXISTING SITE: SEC: 41 BLOCK: 3 LOT: 2.2
Bldg. Permit # 5030

IS DISAPPROVED ON THE FOLLOWING GROUNDS: SIDE YARD
Requirement in R-4 zone
is 15'
Lack of 5'

Michael B. [Signature]
BUILDING INSPECTOR

	REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE	<u>R-4</u> USE <u>A10</u>		
MIN. LOT AREA			
MIN. LOT WIDTH			
REQ'D FRONT YD			
REQ'D SIDE YD.	<u>15'</u>	<u>10'</u>	<u>5'</u>
REQ'D TOTAL SIDE YD.			
REQ'D REAR YD.			
REQ'D FRONTAGE			
MAX. BLDG. HT.			
FLOOR AREA RATIO			
MIN. LIVABLE AREA			
DEV. COVERAGE			

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
[Redacted] TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
OF APPEALS.
914) 363-4630
CC: Z.B.A., APPLICANT, B.P. FILE

Permit No 3773
C.O. No. 28-139
28-140

IMPORTANT
REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

5030

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

- 1- WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
- 2- FOUNDATION INSPECTION - CHECK HERE FOR WATERPROOFING AND FOOTING DRAINS.
- 3- INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
- 4- WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
- 5- INSULATION.
- 6- PLUMBING FINAL & FINAL. HAVE ON HAND ELECTRICAL INSPECTION DATA PER THE BOARD OF FIRE UNDERWRITERS, AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETE AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
- 7- DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
- 8- \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE SAME INSPECTION TWICE.
- 9- PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
- 10- THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
- 11- SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
- 12- SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
- 13- ROAD OPENING PERMITS MUST BE OBTAINED FROM TOWN CLERK'S OFFICE.
- 14- ALL BUILDING PERMITS WILL NEED A CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A \$15.00 FEE FOR THIS.

Name of Owner of Premises BETTS, Sharon S & John R
Address P.O. Box 4659 New Windsor NY Phone 561-8012
Name of Architect N/A
Address N/A Phone N/A
Name of Contractor N/A
Address N/A Phone N/A
State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the SW side of JAY ST.
(N.E. or W.)
and 4659 feet from the intersection of CORNER of JAY ST & BEAVER CT.
2. Zone or use district in which premises are situated. Is property in a flood zone? Yes NO
3. Tax Map description of property: Section 411 Block 3 Lot 22
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy Single Family RES b. Intended use and occupancy SAME
5. Nature of work (check which applicable): New Building NO Addition NO Alteration NO Repair NO
Removal NO Demolition NO Other X ROOF OVER REAR PORCH 12 X 16 CAR PORT
6. Size of lot: Front Rear YES Depth YES Front Yard YES Rear Yard YES Side Yard YES
Is this a corner lot? YES
7. Dimensions of entire new construction: Front YES Rear YES Depth YES Height YES Number of stories YES
8. If building number of stories YES

CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

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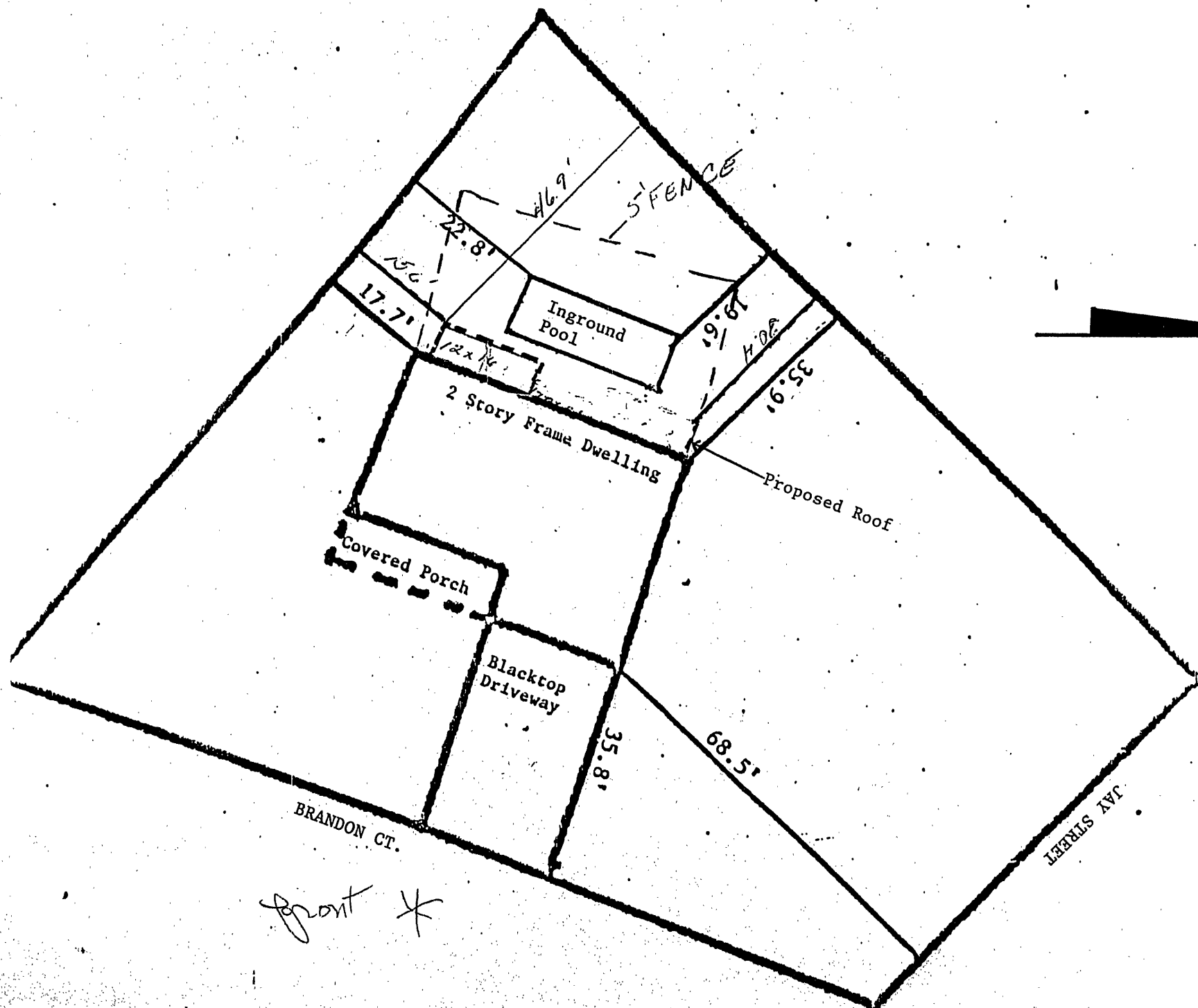
Name of Owner of Premises BETTS, Sharon S & John R
Address PO Box 4659 New Windsor NY Phone 861-8012
Name of Architect N/A
Address _____ Phone _____
Name of Contractor N/A
Address _____ Phone _____
State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the SW side of Jay St.
(N.E. or W.)
and _____ feet from the intersection of Corner of Jay St & Beaman Ct.
2. Zone or use district in which premises are situated. Is property in a flood zone? Yes _____ No _____
3. Tax Map description of property: Section 411 Block 3 Lot 2-2
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy Single Family RES b. Intended use and occupancy SAME
5. Nature of work (check which applicable): New Building _____ Addition _____ Alteration _____ Repair _____
Removal _____ Demolition _____ Other X ROOF OVER BACK PORCH 12 X 16 CAR PORT
6. Size of lot: Front Rear _____ Depth _____ Front Yard _____ Rear Yard _____ Side Yard _____
Is this a corner lot? YES
7. Dimensions of entire new construction: Front _____ Rear _____ Depth _____ Height _____ Number of stories _____
8. If dwelling, number of dwelling units _____ Number of dwelling units on each floor _____
Number of bedrooms _____ Baths _____ Toilets _____
Heating Plant: Gas _____ Oil _____ Electric/Hot Air _____ Hot Water _____
If Garage, number of cars _____
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____
10. Estimated cost \$600.00 Fee \$20 paid

(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

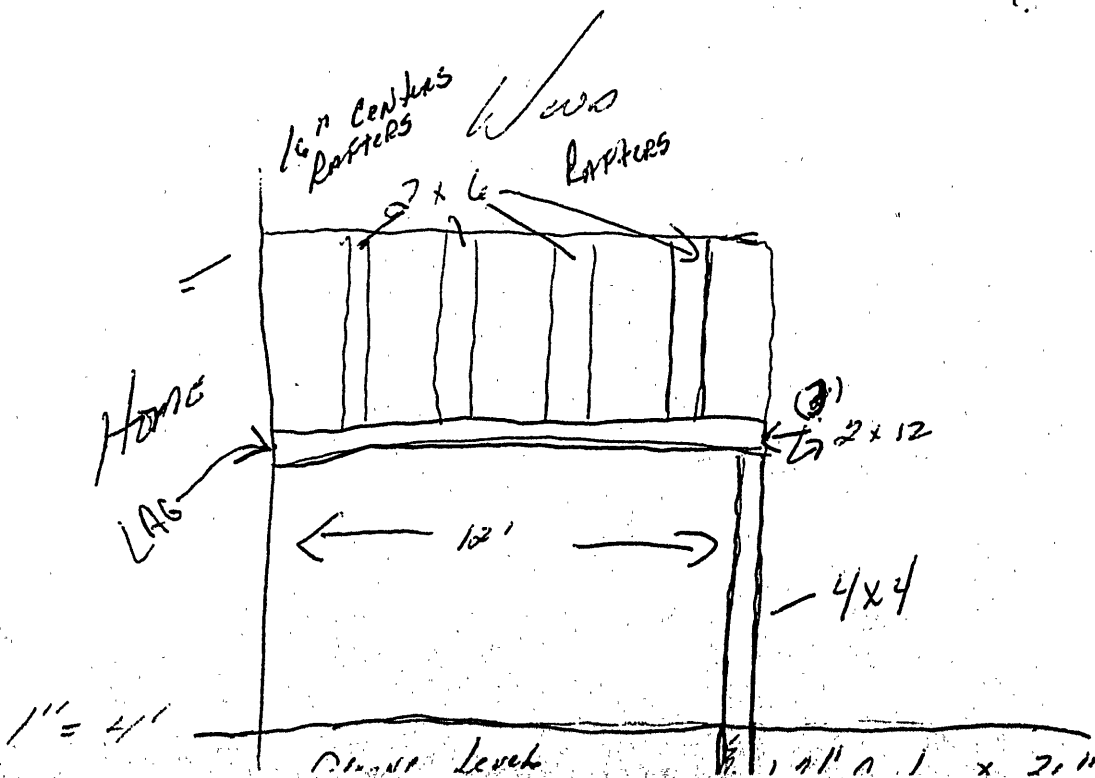
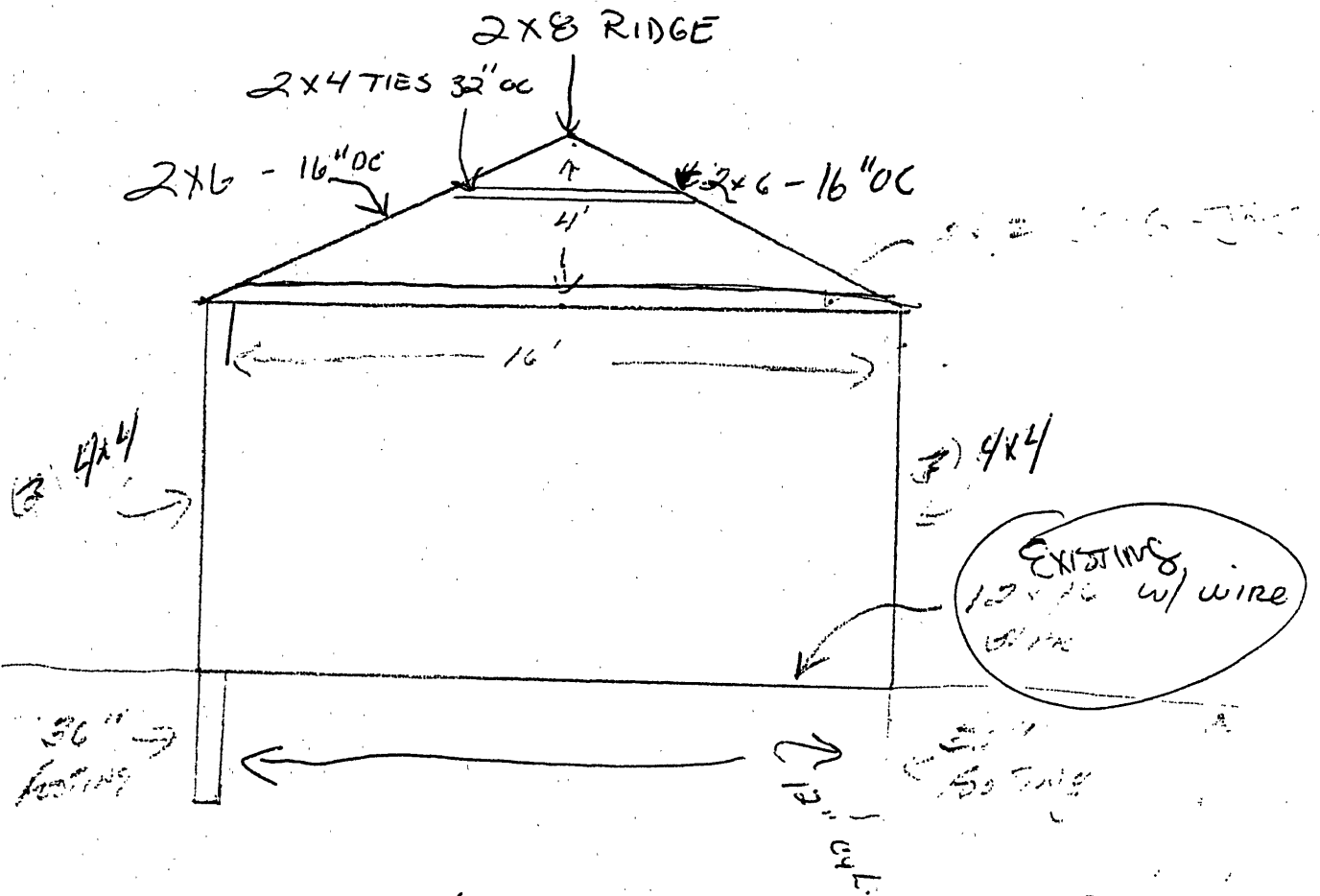


NORTH

BRANDON CT.

JAY STREET

front *





1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

60 on list

April 22, 1992

John Betts
22 Brandon Court
New Windsor, NY 12553

Re: Variance List 500 ft./ 41-3-2.2

Dear Mr. Betts:

According to our records, the attached list of property owners are within five hundred (500) ft. of the above referenced property.

The charge for this service is \$75.00, minus your deposit of \$25.00. Please remit balance of \$50.00 to the Town Clerk's office.

Sincerely,

L. Cook

LESLIE COOK
Sole Assessor

LC/cad
Attachment

cc: Pat Barnhart

Billesomi, Anthony J. Jr. & Hedlund, Kathleen
46 Cross St.
New Windsor, NY 12553

Zubalsky, Arnold & Edna
20 Jay St.
New Windsor, NY 12553

Ferguson, Edward & Cheryl
1 Brandon Court
New Windsor, NY 12553

Lomartere, Charles P. & Elizabeth Rubino
28 Jay St.
New Windsor, NY 12553

Gagliardo, Frank & Angela
P.O. Box 4748
New Windsor, NY 12553

Diaz, Rosalie A. & Butta, Robert C.
5 Brandon Court
New Windsor, NY 12553

Joyce, Patricia M. & Russell P. Zale
106-18 78th St.
Ozone Park, NY 11417

Stuber, Wendell R. & Darlene P. Untener
6 Brandon Court
New Windsor, NY 12553

Miller, Joseph S. & Helen M.
38 Cross St.
New Windsor, NY 12553

Millman, Walter S. M. & Jeanne A.
38 Blooming Grove Tpke.
New Windsor, NY 12553

Devine, Kenneth & Lillian
5 Allen Place
New Windsor, NY 12553

Fitch, Christopher & Pamela & Arthur & Dolores
3 Allen Place
New Windsor, NY 12553

Hamernik, Louis P. & Patricia V.
2 Allen Place
New Windsor, NY 12553

Quick, Arthur W. & Dolores M.
13 Margaret Place
New Windsor, NY 12553

Mitchell, William T. & Linda M.
11 Margaret Place
New Windsor, NY 12553

Pagano, Angelo J. & Hazel J.
10 Lillian Place
New Windsor, NY 12553

Bean, Thomas R. & Rosella M.
12 Lillian Place
New Windsor, NY 12553

Merced, Angelo & Margaret
14 Lillian Place
New Windsor, NY 12553

Iko, Howard & Patricia
16 Lillian Place
New Windsor, NY 12553

Visconti, Glenn & Diane
18 Lillian Place
New Windsor, NY 12553

Patterson, John C. & Denise M.
13 Lillian Place
New Windsor, NY 12553

Colotti, Domenick A. & Louise M.
11 Lillian Place
New Windsor, NY 12553

Cocchia, Salvatore C. & Salvatrice A.
9 Lillian Place
New Windsor, NY 12553

Holt, Holger C. & Evelyn M.
32 Cross St.
New Windsor, NY 12553

Lampack, William & Evelyn S.
34 Cross St.
New Windsor, NY 12553

Dittbrenner, George C. & Mildred L.
36 Cross St.
New Windsor, NY 12553

Miller, Joseph S. & Helen M.
40 Cross St.
New Windsor, NY 12553

McCaffrey, Kevin M. & Linda R.
44 Cross St.
New Windsor, NY 12553

Scott, Katherine
10 Cedar Lane
New Windsor, NY 12553

Napoli, Michael R. & Pam
49 Cross St.
New Windsor, NY 12553

Napoli, Karen J.
47 Cross St.
New Windsor, NY 12553

Rabon, Winston L. & Margaret B.
43 Cross St.
New Windsor, NY 12553

Hanna, Constance L.
5 Jay St.
New Windsor, NY 12553

Nunnally, William J. & Vicki
56 Cross St.
New Windsor, NY 12553

Russe, Anthony & Vera
14 Cedar Lane
New Windsor, NY 12553

Peluso, Peter A. & Mary J.
16 Cedar Lane
New Windsor, NY 12553

Duckery, William E. & Carolyn L.
16 Cedar Lane
New Windsor, NY 12553

Schultz, Robert S. & Patricia J.
23 Farmstead Rd.
New Windsor, NY 12553

Morgan, Robert R. & Denise
21 Farmstead Rd.
New Windsor, NY 12553

Mandoske, Priscilla L.
27 Jay St.
New Windsor, NY 12553

Comfort, Harriet L.
23 Jay St.
New Windsor, NY 12553

Venuto, Charles & Mary Lou
19 Jay St.
New Windsor, NY 12553

Scott, William & Dorothy
8 Cedar Lane
New Windsor, NY 12553

Scott, Gordon & Muriel
15 Jay St.
New Windsor, NY 12553

Schutzman, Lisa Lagueras
18 Farmstead Rd.
New Windsor, NY 12553

Roman, David & Martha
59 Barclay Rd.
New Windsor, NY 12553

Arnold, Herbert S. & Verna F.
57 Barclay Rd.
New Windsor, NY 12553

Chidgey, Leonard D. & Phyllis
14 Farmstead Rd.
New Windsor, NY 12553

Wickham, Michael V. & Mary C. & Leslie H.
56 Barclay Rd.
New Windsor, NY 12553

Kravitz, Alan George
13 Farmstead Rd.
New Windsor, NY 12553

Alphonse, Rene & Margaret
15 Farmstead Rd.
New Windsor, NY 12553

Foti, Joseph Jr. & Susan
17 Farmstead Rd.
New Windsor, NY 12553

Brooks, Michael M. & Judith A. Pizzingrillo
19 Farmstead Rd.
New Windsor, NY 12553

Mc Quade, James & Angela
10 Jay St.
New Windsor, NY 12553

Maldonado, Alberto & Maria
14 Jay St.
New Windsor, NY 12553

Mervine, Arthur & Peggy
39 Cross St.
New Windsor, NY 12553

Peri, William & Anna
37 Cross St.
New Windsor, NY 12553

Scalzo, Angelo & Mary
35 Cross St.
New Windsor, NY 12553

Davis, Marie
33 Cross St.
New Windsor, NY 12553

McMahon, Thomas J. & Joan L.
31 Cross St.
New Windsor, NY 12553

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

cc: B.2.

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: 3-31-92

APPLICANT:

JOHN BETTS
BRANDON COURT
NEW WINDSOR

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 3-31-92

FOR (C.O. 1 ONE FAMILY HOUSE

LOCATED AT BRANDON COURT

ZONE R-4

DESCRIPTION OF EXISTING SITE: SEC: 41 BLOCK: 3 LOT: 2.2

Bldg. Permit # 3773

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

LACK OF REAR YARD SET BACK

Michael DeBenedictis
BUILDING INSPECTOR (m.d.)

<u>REQUIREMENTS</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>R-4</u> USE <u>A-10</u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD.		
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD. <u>40'</u>	<u>38.3'</u>	<u>1.7'</u>
REQ'D FRONTAGE		

BRANDON COURT
NEW WINDSOR

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 3-31-92

FOR (C.O. 1 ONE FAMILY HOUSE

LOCATED AT BRANDON COURT

ZONE R-4

DESCRIPTION OF EXISTING SITE: SEC: 41 BLOCK: 3 LOT: 2.2

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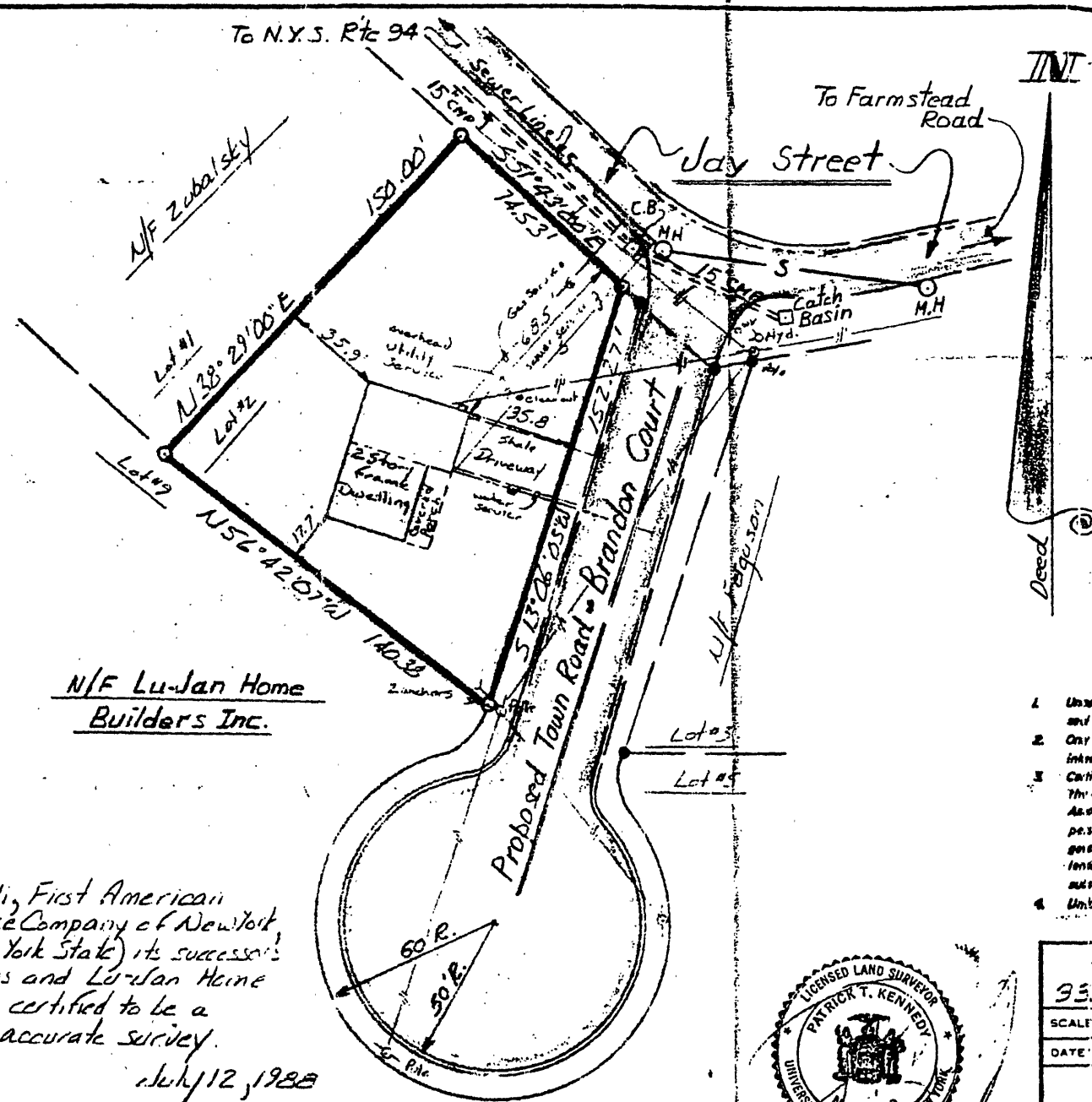
Michael J. [Signature]
BUILDING INSPECTOR (S.D.)

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE <u>R-4</u> USE <u>A-10</u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD.		
REQ'D SIDE YD.		
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD. <u>40'</u>	<u>38.3'</u>	<u>1.7'</u>
REQ'D FRONTAGE		
MAX. BLDG. HT.		
FLOOR AREA RATIO		
MIN. LIVABLE AREA		
DEV. COVERAGE	%	%

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
[REDACTED] TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
OF APPEALS.

(914) 363-4630

CC: Z.B.A., APPLICANT, B.P. FILE



Tax Map Data:
 Section : 41
 Block : 3
 Lot : 902

Deed Reference:
 Liber 1905, Page 984

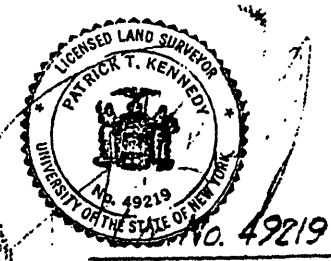
Map Reference:
 "Lu-Jan Home Builders Inc."
 dated: April 7, 1986
 filed: March 6, 1987
 Map # 8141

Lot Area: 15,000 S.F.

N/F Lu-Jan Home Builders Inc.

To Sharon Pelli, First American Title Insurance Company of New York, Citibank (New York State) its successors and/or assigns and Lu-Jan Home Builders, Inc. certified to be a correct and accurate survey.
 July 12, 1988

1. Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2 of the N.Y. State Education Law.
2. Only copies from the original of this survey marked with an original of the land surveyor's ink seal or his embossed seal shall be considered to be valid true copies.
3. Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owner.
4. Underground improvements or encroachments, if any, are not shown hereon.



Patrick T. Kennedy L.S. 335 Temple Hill Road - New Windsor, New York 12550		
SCALE: 1" = 40'	APPROVED BY:	DRAWN BY:
DATE: Mar. 20, 1987		REVISED: July 12, 1988
Survey of Lands to: Sharon Pelli		
Town of New Windsor Orange County, New York		DRAWING NUMBER 86-481-C

#92-9